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STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

**SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BAY POINTE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE ("Amendment") is made as of the date of execution hereof by BAY POINTE HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (the "Association"), which does hereby adopt the following amendments to its Declaration (as defined herein), effective as of the date of recording of this Amendment.

Bay Pointe (the "Community") is a single-family home subdivision located in Catawba County, North Carolina which is governed by the Association. Pursuant to Article Ten of that Declaration of Covenants, Conditions and Restrictions for the Community recorded in Book 1763, Page 496, Catawba County Registry (as further amended from time to time, the "Declaration"), and Section 2-117(a) of the North Carolina Planned Community Act, N.C. Gen. Stat. § 47F-1-101 et seq. (the "Act"), a written notice and ballot was mailed to all Owners in the Association proposing certain amendments to the Declaration. In excess of 67% of the ballots were subsequently returned by the deadline stated therein voting in favor of the proposed amendments.

Currently, the Declaration provides only limited architectural restrictions as to what type of structures may or may not be constructed on Non-Waterfront Lots (as defined in the Declaration) in addition to the Non-Waterfront Lot's primary residence. Due to the limited restrictions concerning accessory buildings on the Non-Waterfront Lots, the Association and its members have routinely expressed concern over the construction of non-conforming accessory buildings on Non-Waterfront Lots that could jeopardize the Community's architectural uniformity and ultimately adversely affect property values within the Association. Therefore, in order to preserve the property values within the Association, this Amendment provides specific rules and guidelines regarding the construction of accessory buildings on Non-Waterfront Lots. This Amendment only applies to Non-Waterfront Lots and accessory buildings constructed after the recordation of this Amendment.

NOW, therefore, the Association, pursuant to a duly-authorized affirmative vote of the Membership, does hereby adopt the following amendment to the Declaration in order to effectuate the amendments regarding accessory buildings on Non-Waterfront Lots set forth below.

Prepared by and return to:
Moretz Law Group, P.A.
P.O. Box 446
Concord, N.C. 28026

1. A new subsection (s) is hereby added at the end of Section 1 of Article Four of the Declaration as follows:

(s) Accessory Buildings for Non-Waterfront Lots. An “accessory building” is defined as a permanent structure separate and apart from the Lot’s primary residence, the use of which is incidental to that of the Lot’s primary residence. No Non-Waterfront Lot may contain more than one (1) accessory building located, which must meet the following criteria:

- i. The accessory building must be fully enclosed and may only be used for storage of items incidental to the residential use of the Lot, such as the storage of recreational vehicles, boats, campers, trailers, and the like, and shall not be used for the purpose of furthering any commercial enterprise or business, or used as a dwelling for residents or guests of the Lot’s primary residence in any way.
- ii. The accessory building must be permanently stick-built on-site and the exterior must match the construction and architecture of the Lot’s primary residence. This shall include the accessory building’s colors, exterior materials, roof, general roof pitch, foundation, and all other exterior components of the accessory building. Should exact matching materials not be reasonably available, materials that closely resemble the style, colors, and exterior components of the primary residence shall be permitted so long as the Board approves such substitute upon written application.
- iii. No accessory building shall contain less than one hundred and twenty (120) square feet of enclosed space.
- iv. The accessory building’s height shall not exceed thirty-six (36) feet.
- v. Any path or driveway leading to the accessory building from its accompanying primary residence must be paved with concrete or other material similar to that of the primary residence’s main driveway and walkways. Should the accessory building be directly accessible from the public street access it must also be paved in the same manner of that of the primary residence.
- vi. The construction and placement of the accessory building must comply with all Catawba County zoning, property line setback rules and building guidelines applicable to accessory Structures, as well as all those contained within the Declaration.
- vii. Architectural plans and drawings (or a similar equivalent) must be submitted to, and approved by, the Board, and a building permit must be issued by Catawba County prior to the commencement of construction.
- viii. The Catawba County property line and setback rules differ significantly for Waterfront Lots and therefore accessory buildings are not permitted on Waterfront Lots.

2. The undersigned hereby certify that this Amendment has been approved by the signatures, affirmative votes, and/or the written ballots of at least 67% of all the Owners in the Community, pursuant to the Declaration and is being recorded for purposes of amending the Declaration consistent therewith. This Amendment shall run with the land and be binding upon all current and future owners of all lots and other real property in the Community. All capitalized terms used and not defined herein shall have the meanings ascribed them in the Declaration. This Amendment does not affect the security interest of any mortgagee and is therefore not executed by any mortgagee or governmental agency.

3. Except as specifically set forth herein and amended and/or supplemented hereby, the Declaration shall remain in force as written and is hereby ratified and affirmed by the parties hereto.

IN WITNESS WHEREOF, the Association in accordance with the due approval of the Owners and by authority duly granted by its Board of Directors has caused this Amendment to be executed as of the day and year first noted above.

BAY POINTE HOMEOWNERS ASSOCIATION, INC.,
a North Carolina nonprofit corporation

By: [Signature]
TIMOTHY FRYDENHALL, President
Date: 1/26/2023

ATTEST:

[Signature]
Secretary of the Association

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Barbara Norman, Notary Public of the County and State aforesaid, certify that Timothy Frydenhall personally came before me this day and acknowledged that s/he is the President of BAY POINTE HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial stamp or seal this 26 day of January, 2023.

[Signature]
Notary Public

My commission expires: 4-27-26

[NOTARIAL SEAL]

